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**Contract Database Metadata Elements**

Title: **Albany, City of and Albany Permanent Professional Firefighters Association (Firefighters, Lieutenants and Captains), IAFF, AFL-CIO, Local 2007 (1998)**

Employer Name: **Albany, City of**

Union: **Albany Permanent Professional Firefighters Association, IAFF, AFL-CIO**

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**6729\_12312001**

**Albany, City Of And Albany Perm  
Profl Ff Assn Local 2007**

**THE CITY OF ALBANY**

**AND**

**THE ALBANY  
PERMANENT PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, LOCAL 2007  
I.A.F.F., AFL-CIO**

**(FIREFIGHTERS,  
LIEUTENANTS AND CAPTAINS)**

**January 1, 1998 to December 31, 2001**

THIS AGREEMENT signed this \_\_\_\_\_ day of \_\_\_\_\_ 1998, by and between the CITY OF ALBANY, NEW YORK (hereinafter referred to as the "CITY" and the ALBANY PERMANENT PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL 2007, I.A.F.F., AFL-CIO (hereinafter referred to as the "UNION"), has at its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment

## **RECITALS**

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regard to terms and conditions of employment in order to avert disputes and secure harmonious cooperation within the limits of the laws of the State of New York.

WHEREAS, the Union affirms that it will not assert the right to strike against the City, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

## **ARTICLE 1 RECOGNITION AND AGENCY SHOP**

1.1 The City recognizes the Union as the sole and exclusive representative of all members of the Department of Fire as described herein: Firefighters, Lieutenants and Captains (Local 2007).

1.2 The City shall extend to the Union, the right to membership dues deduction, pursuant to Section 208 of the Civil Service Law, so long as said Union shall remain the certified bargaining agent for Firefighters, Lieutenants and Captains, said dues to be remitted to the Union within five (5) days of deductions.

1.3 AGENCY SHOP - The Union shall be entitled to have deductions from the wage or salary of employees described in Section 1.1 of this Article 1 who are not members of the Union the amount equivalent to the dues levied by the Union and the City shall make such deductions and transmit the sum so deducted to the Union. The provisions of this Section 1.3 shall be applicable while the Union continues to maintain a procedure providing for the refund to any employee demanding the return of any part of

the deduction so made which represents that employee's pro rata share of expenditures by the Union in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

## **ARTICLE 2 HOLIDAYS**

2.1 Each uniformed member of the Department of Fire shall, regardless of sick time or vacation period, be paid for the following eleven (11) holidays.

NEW YEAR'S DAY

MARTIN LUTHER KING'S

BIRTHDAY

PRESIDENT'S DAY

MEMORIAL DAY

INDEPENDENCE DAY

ELECTION DAY

COLUMBUS DAY

LABOR DAY

VETERAN'S DAY

THANKSGIVING DAY

CHRISTMAS DAY

2.2 Employees unable to work due to an on the job injury that qualified for Section 207-A benefits shall be entitled to all holiday pay.

2.3 All holiday pay shall accumulate and be paid the first pay period in December of the year.

2.4 A member of the bargaining unit who calls in sick the work day before, the day of, or the work day after a holiday listed in Section 2.1 of this contract, shall not be paid for that holiday unless illness is verified in writing by a physician, however, such verification need not be obtained prior to the member returning to work. The bargaining unit member shall have the option of producing written verification of illness from either the Department Surgeon, which shall be at the City's sole expense, or from the member's personal physician, which shall be at the member's expense.

2.5 Holiday pay shall be added to an employee's base pay for the purpose of calculating the employee's regular rate of pay for overtime purposes. Holiday pay shall be paid in a separate check.

## **ARTICLE 3 WORK SCHEDULES**

3.1.1 A uniformed member's work week shall consist of 24-hour shifts to average 40 hours per week over the course of a year.

3.1.2 Uniformed members assigned to the following headquarters positions shall work an 8 hour per day shift Monday through Friday, averaging 40 hours per week over the course of a year:

Fire Prevention  
Fire Investigation

Quartermaster  
Training Officer

EMS Assistant

3.2 Any uniformed member who works more hours in a given week than the maximum provided under Section 1015 of the Unconsolidated Laws of the State of New York shall, within one (1) year at the discretion of the member, receive compensatory time off at one and one-half hours off or be paid for the overtime worked at one and one-half times the regular rate of pay provided that in the event a uniformed member shall be called back to duty, he shall be guaranteed a minimum of two (2) hours pay at one and one-half times the regular rate regardless of the time actually spent on duty.

3.3 In extraordinary circumstances requiring a call for mutual aid there should also be a reasonable effort to call back off-duty Firefighters for relief purposes. This section shall not apply where the circumstances require specialized apparatus not maintained by the Department.

3.4 Working of Kelly Days - As provided in this section, a firefighter (which for the purposes of this section shall include officers) upon reaching his 20th anniversary shall be entitled to work two (2) "Kelly Days" per year.

3.4.1 Kelly Day Period - The two (2) Kelly Days that may be worked must fall during the following periods:

1. May 24th to September 15th
2. November 17th to November 30th
3. December 18th to December 31st

3.4.2 Scheduling of Kelly Days Worked - An eligible firefighter may work up to two (2) of his regularly scheduled Kelly Days that fall during the above periods. If a firefighter does not have two (2) regularly scheduled Kelly Days falling during the above periods the following procedure shall be used.

1. As soon as practicable after vacations are selected the Chief shall canvass eligible Firefighters to determine who desires to work his regularly scheduled Kelly Days falling during the above periods. After this initial canvass is made the Chief shall post three lists, one for each rank, which will show the dates within these periods which can be

selected by eligible Firefighters who have only one regularly scheduled Kelly Day falling during the above periods.

2. From this list of available dates a firefighter can select a day only on a shift that neither immediately precedes or follows his regularly scheduled shift as illustrated below. Selections shall be made by seniority and grade.

Regular Scheduled Shift	Permissible Shift to be Selected
A	C
B	D
C	A
D	B

3.4.3 Transition Year - For the year in which a firefighter reaches his 20th anniversary the following transition rules shall apply:

1. A Firefighter who reaches his 20th anniversary before May 24th shall be fully eligible to work two (2) Kelly Days as provided in this section.

2. A Firefighter who reaches his 20th anniversary on or after May 24th shall be eligible to work up to two (2) regularly scheduled Kelly Days that fall during the designated periods but, for that year only, he shall not be eligible for the rescheduling provision of section 3.3.2.

3.4.4 Discretionary Kelly Days - At the Chief's discretion a third Kelly Day may be worked by eligible Firefighters. In the event that the Chief chooses to do this, selections shall be made by seniority and grade.

3.4.5 Pay Eligibility - A Firefighter must actually work the days selected to be eligible to be paid for those days.

### 3.5 Pre-planned Overtime:

3.5.1 For the purpose of this Article, pre-planned overtime is defined as overtime that the Battalion Chief is aware of more than twenty-four (24) hours in advance.

3.5.2 It is the purpose of this Article to establish a system by January 1, 1999 or sooner, if possible, for the distribution of all pre-planned overtime hours among the members of the bargaining unit. Pre-planned overtime assignments shall be made in accordance with the procedure set forth herein.

3.5.3 Upon reasonable notice in writing to the Fire Chief, the Union will have the right to inspect all overtime records for the purpose of insuring that the distribution of pre-planned overtime is being maintained pursuant to this Article. In addition to showing the number of overtime hours worked per member, such records shall reflect the names, times and dates of calls made to members for overtime assignment.

3.5.4 The procedures set forth herein, shall apply solely to pre-planned overtime in excess of eight (8) hours. It shall not apply in instances of pre-planned overtime of eight (8) hours or less, in which case opposite shift strict seniority shall apply. In such an instance the member will receive a no count for this shift.

3.5.5 An overtime list shall be established and maintained by the department by rank for Firefighters, Lieutenants and Captains.

#### 3.5.6 Procedures for Pre-Planned Overtime Offers

a) Overtime will be awarded in blocks of twelve (12) hours (less for pre-planned overtime assignments of more than eight (8) hours but less than twelve (12) hours).

b) Pre-planned overtime will be awarded only by opposite shift. Calls for pre-planned overtime will be made only to employees on duty and will be made during the shift that ends 24 hours before the shift of the overtime assignment (for example, calls for pre-planned overtime on C shift will be made during A shift).

c) The pre-planned overtime will be offered only to employees on duty starting with the senior member who has accepted or declined the least overtime details.

d) Upon being contacted, a member must either accept or decline the opportunity. If no member accepts the opportunity, the position will be filled using opposite shift inverse seniority. In such an instance, the member will receive a no count for that shift.

e) If a member accepts the overtime but is unable to complete the shift due to sickness or injury, the next member will be called for overtime. In this instance, the accepted overtime will not count for the sick or injured member.

#### 3.5.7 Procedures for Non-Pre-planned Overtime.

a) Overtime caused by a need to fill vacancies caused by sick leave or injuries that arose less than 24 hours before the shift, will be filled using an opposite shift rotating schedule in blocks of 12 hours. Members will be called using the same list as for pre-planned overtime if possible between the hours of 0700-0800. A member on sick or

injury leave for their work shift immediately prior to the non-pre-planned overtime are not eligible to be called. It shall be the responsibility of each member of the bargaining unit to provide the department with a single current phone number and the department will be required to phone only that number.

b) If no one accepts the non-pre-planned overtime, the shift will be filled using opposite shift inverse seniority.

### 3.5.8 General Rules.

#### a) Paramedic Officers/Tactical Unit Officers.

i) If unable to fill the position with the same rank, overtime will be offered to the next lowest rank first and if no one accepts the detail, the City will inverse the appropriate rank.

b) Holiday overtime will be filled by opposite shift strict seniority. In such an instance the member will receive a no count for that shift.

#### c) Bids between shifts.

- i) If the member's overtime allotment is greater than that of the same rank and medical status of the new shift, the member will carry their old shift tally with them.
- ii) If the member's allotment is lower than the allotment for the same rank and medical status, they would be inserted at the current rotation. Members would not be allowed to "make up" the difference between shifts.

#### d) Promotions/Demotions

- i) Members would be inserted at the shift's current rotation by rank and medical status.

#### e) Change in Medical/Tactical status

- i) Would be viewed the same as c) Bids between shifts.

#### f) Members assigned to Headquarters will be assigned to a shift (A - D) for the purpose of determining their eligibility to work overtime.



- i) These members will be eligible to work their "opposite shift" from 0800-2000 Saturday, 2000 Saturday to 0800 Sunday and 0800-2000 Sunday.
- ii) These members will also be eligible to work seniority overtime from 1600-0000 weekdays on their "opposite shift".
- iii) These members will also be eligible to work overtime on holidays on the 0800-2000 tour. Such members are also eligible to work the 2000-0800 tour provided they are not scheduled to work at Headquarters the next day.

3.5.9 New hires shall be added to the overtime list immediately upon the expiration of their probationary period, regardless of the time of year. Names of bargaining unit members shall appear on the overtime list.

3.5.10 Where a member of the bargaining unit is inadvertently passed over by the department, then, that member of the bargaining unit shall be given first preference for the next available pre-planned overtime which occurs.

This remedy shall not apply in the case of a violation of seniority in those overtime situations where strict seniority applies; in those cases, the "old remedy" of the "extra man" shall apply.

3.5.11 No member of the bargaining unit shall be assigned pre-planned overtime when the result would be that the member would work in excess of twenty-four (24) consecutive hours.

3.6 Mutuals: Each member of the bargaining unit shall be entitled to one hundred forty-four (144) hours of mutual exchanges of duty with other unit members of the same rank (i.e. Firefighter, Lieutenant or Captain) provided however, that no such exchanges shall result in a member of the unit working in excess of twenty-four consecutive hours. Such entitlement is per calendar year, and unused mutuals shall not be carried over into the following year. Upon written request, the Chief may authorize mutuals in excess of the one hundred forty-four (144) hours. Absent prior approval from the Chief, no more than twenty-four (24) hours of mutuals will be used in conjunction with any Kelly Day or vacation.

3.7 A member's regular work schedule may be temporarily changed for a period not to exceed two (2) consecutive weeks annually for specialized training. Examples of the types of training intended are HAZMAT, rope rescue, and codes. The change in the work schedule shall not be for training involving the essentials of firemanship, or the 100 hours annual routine training as presently required by the Office of Fire Prevention and Control. The schedule change shall result in not more than a forty

(40) hour week, Monday through Friday, normal business hours such as Monday to Friday - 9:00 a.m. to 5:00 p.m., or Monday to Thursday - 8:00 a.m. to 6:00 p.m. The City shall provide the member with not less than thirty (30) days notice of change to the member's schedule. The member's vacation time, Kelly time or other paid time off, shall take priority and shall not be changed if the same conflicts with the changed schedule. The work schedule change provided for herein shall occur not more than once annually, and shall not carry over from year to year.

#### **ARTICLE 4**

#### **FIRE HOUSE MAINTENANCE AND TELEPHONE**

4.1 Fire House maintenance shall not include painting, plumbing or electrical work and no Firefighter will be required to perform such work.

4.2 The City agrees to have New York Telephone company install a semi-public pay phone inside each fire station by June 1, 1978. The Union agrees it shall pay for the initial installation costs of said telephones and the City agrees that it will be liable for any and all monthly charges which are due and owing to New York Telephone for said phones.

#### **ARTICLE 5**

#### **ACTING OUT-OF-TITLE PAY**

5.1 A Firefighter shall be compensated retroactively at the higher rate for any hours worked out-of-grade. A Lieutenant will receive out-of-title pay after the Captain is absent for more than one consecutive shift.

#### **ARTICLE 6**

#### **SAFETY GEAR**

6.1 The City shall keep in inventory all safety gear, to prevent any shortages of the same.

6.2 All Firefighters (excluding civilian personnel) shall receive safety rubber boots, turnout coat with liner and bunker pants, suitable gloves for both summer and winter use, helmets, shields or goggles and face piece for SCBA.

6.3 The City agrees to replace all safety gear that becomes unusable through normal wear and tear in the course of duty and also safety gear that is destroyed, damaged or lost through no fault of the employee.

## **ARTICLE 7 SENIORITY**

7.1 Seniority determination - Seniority shall be determined as of the date of the employee's appointment to the Fire Department.

Officer's seniority shall be determined as of the date of their Civil Service promotions occurring after May 1, 1978. If two or more officers of equal rank are promoted on the same day, the officer holding the highest rank on the Civil Service list shall be senior. If such officers have equal rank on the Civil Service list then the officer with the greater length of service shall be senior. If the periods of service are of equal length then seniority shall be determined by lot.

7.2 Seniority to Prevail. Seniority shall prevail at all times in the Department of Fire with the exception of awarding of pre-planned overtime under the provisions of Article 3.5 of this Agreement which shall be implemented with the provisions of this Article notwithstanding. Further, it is recognized that the public safety shall not be jeopardized through artificial constraints resulting from the application of the principle of strict seniority.

7.3 Seniority Lists - The Chiefs Office will initiate and post in all fire stations an up-to-date seniority list every six (6) months and supply the union with copies. Officers' Seniority Lists shall include date of promotion, as well as the dates of appointments to jobs. The Chief's Office shall supply the Union with a list of men recalled for overtime within five (5) days of said event.

## **ARTICLE 8 WORK FORCE CHANGES**

8.1 Lay-Offs and Recalls - All lay-offs and recalls after a lay-off shall be made in accordance with the Civil Service Law and the rules of the Civil Service Commission. If the Civil Service Law does not apply, then the principles of seniority as expressed in this contract shall apply.

8.2 Recalls - When emergency conditions so require, the recall of Firefighters shall be made on the following basis.

8.2.1 By seniority when practicable having due regard to the nature and circumstances of the emergency or

8.2.2 When the Chief determines that the public safety requires a more immediate response, the Chief may recall by using a special seniority list which will be maintained at Headquarters and which will contain the names of those Firefighters who live within an eight (8) mile radius of the location of Police Division 1 in the City of Albany. The City agrees to supply the Union with a copy of said special seniority list upon demand and to supply the Union with any updated versions. The telephone numbers on the eight (8) mile radius list shall not be pager or beeper numbers. The numbers may be to an answering machine, but the caller shall not wait for any response.

### 8.3 Filling of Vacancies within Rank:

8.3.1 Permanent Vacancies - a permanent vacancy is one that occurs as a result of such things as the death, resignation, removal, reassignment, transfer, promotion, or permanent disability of a member. This is merely descriptive and not limiting.

8.3.2 Permanent Vacancies - Vacancies that are permanent shall be put out for bid by seniority. Where the vacancy is in a special unit, including without limitation, such examples as paramedics and arson investigators, who are required to have special qualifications beyond those attaching to the standard duties of a Firefighter, the Employer's posting of a job opening as required by Section 8.3.3 of this Article shall describe the opening and shall list in detail the specific, objectively verifiable criteria which the Employer requires to fill the position. Seniority shall prevail among the applications meeting the criteria listed.

8.3.3 Posting of Vacancies - Notice of any permanent vacancy which the Chief intends to fill shall be posted in all houses. The notice shall be posted for ten (10) calendar days prior to the date when the vacancy shall be filled. Any employee wishing to bid on such vacancy shall submit his request in writing during the posting period. A member may only rescind a bid up to 120 hours prior to the time the bid is awarded. Once a bid has been awarded, it shall be deemed irrevocable.

8.3.4 Temporary Vacancies - A temporary vacancy is one that may periodically occur as a result of such things as illness, vacation, leaves of absence or emergency situations. This list is merely descriptive and not limiting.

8.3.5 Filling of Temporary Vacancies - Long Term - A temporary vacancy that can reasonably be expected to last more than thirty (30) calendar days shall be put out for bid in accordance with this Article, except that platoon seniority shall prevail over departmental seniority.

**8.3.6 Filling of Temporary Vacancies - Short Term -** Temporary vacancies that are not expected to last more than thirty (30) days shall be filled by the Department using the following procedure whenever practicable in light of manpower requirements and efficient operation of the Department. The Department shall go to the company where there is a surplus of men on that platoon and allow the men in that company to bid on the opening. If no one bids on said opening, the Chief may take a junior man or men from said company and use him or them to fill the vacancy.

**8.3.7 Inverse Seniority -** If the bidding procedure does not produce an employee to fill a vacancy then the vacancy shall be filled by inverse Departmental seniority. When inverse seniority is used to fill a vacancy, the member who fills said vacancy shall retain his or her permanent position from where he or she has moved until such time that the member can return to their position.

**8.3.8 Filling of Vacancies -** Within fourteen (14) days of the creation of a vacancy expected to last more than thirty (30) days, the City shall post said vacancy for bid in accordance with Article 8.3.3.

**8.3.9 Selection of Aides -** The selection of aides for the Chief, Deputy Chief and Battalion Chiefs shall be the prerogative of the individual Chief.

**8.3.10 Intra-Company Changes -** Nothing in this Article will be construed to prevent the Captain of each house from making transfers between platoons within his company when the good management of that company so requires.

**8.3.11 Company Preference -** Vacancies occurring in a company platoon shall be offered first on the basis of seniority to members of other platoons within that company prior to posting any vacancy notice. This preference shall apply only to intra-company transfers and not to transfers between companies of the same house.

**8.4.1 Filling of Vacancies - Out of Title -** Vacancies that are to be filled by an out-of-title assignment shall be filled generally in accordance with this Article with the following consideration prevailing. Permanent and long term temporary out-of-title vacancies expected to last more than thirty (30) days shall be filled from the appropriate existing eligible list within fourteen (14) days of the creation of a vacancy by selecting from the four persons standing highest on such list.

**8.4.2** In the event of an Officer's unanticipated absence, not to exceed three (3) working days, the Senior Firefighter shall be in charge of the company. The Senior Firefighter may defer to a Junior Top Grade Firefighter.

8.5 Limitation on Bidding - The Employer shall not be required to fill a biddable vacancy within a company or house with an employee who was selected to fill such vacancy within the six (6) calendar months immediately preceding the close of the bidding period.

8.6 Probationary Employees - Any employee serving a probationary period may be assigned to any vacancy through the Department, from time to time, at the discretion of the Chief. At the end of the probationary period the employee shall be permanently assigned to a position for which no other Firefighter has bid.

8.7 Reduction in Force - When there is to be a reduction in force in a company requiring assignment of an extra man to a vacant position in another company, the junior man in the first company shall be the one assigned to that vacancy. The man so assigned shall not be subject to the six-month limitation of Section 8.5 with respect to bidding on future vacancies.

8.8 Newly created jobs or positions shall be permanent positions, with all applicable parts of this contract thus applying, if they are created and exist for a period beyond thirty (30) days.

8.9 Any employee on an unpaid leave of absence for more than one year will forfeit their bid position.

## **ARTICLE 9 VERBAL ORDERS**

9.1 Verbal orders concerning policy matters involving all personnel of the Department of Fire and issued by the Chief of the Department will be confirmed in writing within three (3) Chief's Office working days and posted in each station to become part of the permanent record. The Union will be supplied with a copy.

## **ARTICLE 10 PERSONAL LEAVE TIME**

10.1 Each firefighter shall be entitled to personal leave time to be granted at the discretion of the Chief. Request for personal leave shall not be arbitrarily denied. The leave shall be used for urgent personal matters which cannot be attended to outside the employee's work schedule. Firefighters granted personal leave for a complete shift, regardless of their schedule, will not be eligible to work overtime until they return to their next scheduled shift. A Kelly Day shall count as a scheduled shift.

## ARTICLE 11 LEAVE OF ABSENCE

11.1 Uniformed members of the Department of Fire shall have a right to a leave of absence.

11.2 All leaves of absence shall be subject to the manpower needs of the Department of Fire as determined by the Chief.

11.3 No uniformed member shall forfeit seniority rights accrued prior to his leave of absence upon return to service with the Department of Fire. An employee will not accrue seniority during any period of unpaid leave of absence of more than a year and the period of the leave will be added to their seniority date.

## ARTICLE 12 VACATIONS

12.1 Vacations shall be apportioned throughout the year. Notice of commencement of the vacation pick procedure shall be given in the first week of October, preceding the year in which the vacation is to be taken, and the vacation pick procedure shall be completed by November 15 of said year. A member may bid for vacation that they will have earned and accrued as of December 31 for use during the following year. The City agrees that twelve (12) members per shift, including Battalion Chiefs and Paramedics assigned to paramedic units, shall be allowed to pick vacations and to be off on vacation at the same time. This will be true irrespective of the "banking" provisions of Section 12 and irrespective of any other reason why other members may be off. Thus, if a member picks a particular vacation day but then decides to "bank" and work it, this member is not counted as one of the twelve (12).

12.2 The right to a vacation period vests immediately upon the assumption of the duties of a firefighter. Such vesting shall accrue in proportion to that part of a full year served at the time vacation is taken, provided that no firefighter shall take more than three vacation periods in any calendar year. Vacation periods shall run on consecutive days. If a member chooses to take three vacation periods, one of the three periods must be for a minimum of five (5) calendar days, must fall outside the Kelly Day periods specified in Article 3.4.1 and may not be tied to a Kelly Day.

12.3 Vacations shall be picked by rank, by departmental seniority on each platoon. In event of transfer, the subject employee shall have a new pick from the vacation periods still unpicked on his new platoon and company. Requests for change of vacation selection shall be granted if (a) there is no conflict with an existing pick at that platoon and company and (b) there is no interference with operations of the Department.

12.4 Kelly Days - If, because of transfer, the Chief assigns a new Kelly Day which conflicts with that employee's vacation, he, or she will get an extra day off.

12.5 In computing vacation entitlement, fifteen or more days' service in one month shall be deemed a full month's service. No credit shall be granted for less than fifteen day's service in one month.

12.6.1 The employer will compensate an employee at separation from service for unused vacation leave, Kelly Days, longevity, holiday pay, which were accrued prior to separation, provided that the employee gives at least five (5) calendar days written notice of termination. Firefighters on 207-a pay will receive holiday pay and vacation entitlement as in the past.

12.6.2 Firefighters who are unable to work due to an injury or illness placing them on long-term section 207-a General Municipal Law leave, for two years or more, shall receive a maximum unused vacation entitlement of two years allowance. The firefighter shall in addition be paid any portion of the 240 hour bank referred to in Article 12.9 of the Collective Bargaining Agreement which was earned prior to being placed on Section 207-a, General Municipal Law Leave.

12.7 Leaves of absence without pay or a resignation followed by reinstatement or re-employment in City service within one (1) year shall not constitute an interruption of service for computing vacation entitlement, provided that subject employee shall not accrue vacation entitlement during the period of such leave or separation.

12.8 Employees shall accrue entitlement to vacation to be taken the next calendar year at the following rates:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
Less than 12 months	1-1/3 calendar days per month, to be taken in the calendar year following that in which employment begins
Less than 3 years	16 calendar days per year
More than 3 but less than 20 years	21 calendar days per year
20 years or more	25 calendar days per year

12.9 In accordance with the procedures set forth herein, a member may bank up to two hundred forty (240) work hours per career if he works his vacation. Employees



who elect to bank any vacation days shall be compensated upon death, retirement, resignation or separation from service for any reason. Employees or their beneficiary shall be paid by check for such accumulated vacation credits at their applicable rate of pay at separation.

Only vacations chosen in accordance with this Article that occur during one of the "Kelly Day Periods" specified in Article 3.4.1 may be banked. If more than one (1) day is to be banked, they must be consecutive within a chosen vacation period. Only full shifts may be banked. If an employee selects a vacation day to be banked, he must actually work that day. If he does not actually work that day, he loses the day both as a bank day and as a vacation day.

### ARTICLE 13 FUNERAL LEAVE

13.1 Bereavement leave of three (3) consecutive calendar days will be granted for death in the immediate family or personal household, provided the member attends the funeral. Leave shall run from notice of death, and is inclusive of vacation time, compensatory time, personal leave or days off, provided, however, that no employee shall have to return to work on the day of burial.

13.2 Immediate family shall be defined as spouse, child, parent, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, grandparents, grandparents-in-law, or grandchild, provided that the member is living with his spouse at the time of the death of any listed member of the spouse's family. Immediate family shall also include foster or step relatives who are in the same relationship with the member as the direct relatives listed above.

13.3 The Fire Chief or his designee may grant funeral leave to a Firefighter for the day of funeral of any person not in the member's immediate family or personal household, subject to such limitations as the Chief may deem appropriate.

### ARTICLE 14 ENTRY LEVEL SALARY PROGRESSION

14.1 Expressed as a percentage of Top Grade, which is equal to 100% entry level salaries shall progress as follows:

<u>Year of Service</u>	<u>% of Top Grade</u>
During First Year	65%

During Second Year	70%
During Third Year	80%
During Fourth Year	90%
During Fifth Year and Beyond	100% Top Grade

This provision shall not be used to diminish the salary of anyone on the payroll upon the date of execution of this agreement.

## ARTICLE 15 SALARIES

15.1 Salaries shall be as stipulated in Appendix "A" hereto.

15.2.1 Each employee shall have added to his annual salary the following sums after the completion of 5, 10, 15 and 20 years of service respectively:

<u>Length of Service</u>	<u>Longevity Amount</u>
5 years	\$1,350
10 years	\$1,550
15 years	\$1,800
20 years	\$2,100

15.2.2 Longevity payments will be made once a year on the Firefighter's anniversary date in a separate check. Longevity payments shall be added to an employee's base pay for the purpose of determining the employee's regular rate of pay.

15.3 Weekly salary shall be calculated by dividing the annual salary by 52.

## ARTICLE 16 CIVIL SERVICE EXAMINATIONS

16.1 The City shall request that the Municipal Civil Service Commission schedule an examination whenever the existing list has expired, is exhausted, or has otherwise terminated. The City agrees to do all that is necessary on its part to insure that Civil Service eligible lists for all titles are continuously in place, without lapse or interruption.

16.2 If other than the top name on an entrance or promotional list is selected for appointment or promotion, the Fire Chief must show to the Union, in writing, his reasons for not appointing or promoting the top name. This Section shall not be subject to a grievance procedure.

## ARTICLE 17 LEGAL APPEARANCE / JURY DUTY

17.1 A bargaining unit member required to testify during off-duty hours in a legal proceeding in connection with his duties as a Fire Department employee shall be compensated for the time so spent at a rate of one and one-half times his normal rate of pay. No additional compensation shall be paid to bargaining unit members who make such appearances while on duty; on-duty legal appearances in interest arbitrations, grievance arbitrations and Public Employment Relations Board proceedings, except when the member's testimony is required by the employer. An employee serving as an expert witness in a proceeding on behalf of a private party is not entitled to the benefits of this clause.

### 17.2 Jury Duty

17.2.1 A member who is called to jury duty shall be required to notify the Fire Chief within 48 hours from receiving a notice for jury duty by providing a copy of such notice to the Fire Chief. Jury duty shall include either Grand Jury, Civil Jury or Criminal Jury both in Federal or State court. In the event the member is placed on a jury standby schedule and not required to be present in court, the member shall report to work as scheduled and if notified to report to court shall immediately notify the Fire Chief's office.

17.2.2 In the event a member is required to be present in court pursuant to the jury duty notice while his/her shift is scheduled to work, such member shall be excused from work with no loss of pay or benefits. The excusal from work shall include tours for which his/her shift is scheduled to work any part of the calendar day that he/she is required to attend court. As a condition of eligibility to the benefits provided herein, the member shall provide to the Chief the certification of jury service indicating the dates and times the member was present in court for jury service.

17.2.3 The member shall reimburse the City any per diem payment received from the court system for each day that they are excused from duty and paid by the City.

17.2.4 In the event the Department schedules a replacement for a member excused for jury duty, and attendance for jury duty for such day is canceled, the Department shall

have the right to cancel the overtime tour prior to the replacement member commencing work at the scheduled start of the overtime tour.

## **ARTICLE 18**

### **LEAVE OF ABSENCE FOR UNION REPRESENTATIVES**

18.1 All members of the Union Negotiating Team, to a maximum of four (4) persons, shall be given time off for negotiations with the City of Albany.

18.2 The President of Local 2007 shall be given ten (10) work days' leave of absence with pay each year for the purpose of attending conferences or meetings pertaining to his union activities. He may take those days in blocks of four (4) hour periods. The Union President shall receive, in addition to the above, "Chief's time" for activities which in the opinion of the Chief benefit the Department.

18.3 Labor Management Committee - Up to two unit members on duty will be released from duty without loss of pay to attend such meetings of the labor-management committee as may be called. This section does not guarantee paid leave to any unit member; it does require that persons on duty will be assigned to attend the labor-management committee meeting.

18.4 Release Time - For the purpose of union meetings or the investigation and processing of grievances, there shall be a block of 216 hours per year of released time for union officers to be released from duty. For Union meetings the President of the Union shall advise the Chief in writing of the individual to be so released not less than forty-eight hours before the start of the tour of duty in question which is not to exceed 4 hours in a 24-hour period. This shall be limited to no more than one union officer per tour of duty.

A union officer shall be given release time to investigate and process a grievance if it occurs during his tour of duty.

18.5 In the event of a line of duty death by a member, up to three (3) designated members of the Executive Board will be allowed five (5) consecutive calendar days off with pay commencing with the day of death.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

19.1 Right to Present Grievances - Notwithstanding any provision herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the Union officer; provided, however, that the Employer has given the Union officers notice and an opportunity to be present at such adjustment. In no event shall any adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

19.2 Release Time to Present Grievances - An employee and his representative shall have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay or time credits.

19.3 Informal Resolution of Grievances - Every Firefighter shall have the right to present grievances in accordance with the procedures provided in this Article. The informal resolution of differences or grievances is urged and encouraged to be done at the lowest possible level of supervision.

19.4 Definition of Grievance - a grievance shall mean a claimed violation, misinterpretation, or inequitable application of any existing rule, procedure, law or regulation covering any items mentioned in this contract or covering any other item which affects the "terms and conditions" of employment of members of the bargaining unit. "Terms and conditions" of employment shall be defined as those terms are defined in the Taylor Law. Questions concerning a firefighter's eligibility for 207-a benefits or concerning entitlement to pay or any other benefit under Section 207-a shall be heard under the procedures set forth in Appendix E.

### **19.5 Grievance Procedure**

Step 1. The employee or the Union shall present the grievance orally or in writing to the employee's immediate supervisor within 14 days of the occurrence of the grievance. If the grievance is submitted in writing to the immediate supervisor, the supervisor shall present his written answer within four (4) days. If the Union is not aware of the grievance, the 14-day limit shall be extended by six (6) days.

An employee shall have the right to discuss his grievance with his Union representative before any discussion takes place with the supervisor. Any discussion with the Union representative at this step shall take place at the firefighter's work place. Nothing in this section shall be construed to permit an employee from refusing to respond to a call with his company.

Step 2. If the grievance is not satisfactorily settled at Step 1, the employee or the Union shall have 14 days to appeal to the Chief. The 14 days shall run from the date of receipt by the employee or the Union of the immediate supervisor's written answer or if no answer was forthcoming, the date from which such answer was due.

The Chief shall meet with the employee or the Union within five (5) days of receipt of the grievance. If the grievance is not satisfactorily adjusted at this meeting the chief shall, within seven (7) days thereafter answer the grievance, in writing.

Step 3. If the grievance is not satisfactorily settled at Step 2, the employee or the Union shall have seven (7) days to appeal to the Mayor. The seven (7) days shall run from the date of the receipt by the employee or the Union of the Chief's written answer or seven (7) days from the date such decision was due. The Mayor shall make such investigation as he deems appropriate and notify the employee or the union in writing of his decision within ten (10) days of the date the grievance was presented to him.

Step 4. If the grievance is not satisfactorily settled at Step 3, the employee or the Union may submit the matter to binding arbitration pursuant to Article 20 of the contract.

#### 19.6 Matters Relevant to Grievance Procedure

19.6.1 The time limits set forth in this article are of the essence. They may, however, be extended by written agreement of the parties. The failure of the Union or the employee to proceed within the time limits set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the Union to proceed to the next step of the grievance procedure.

19.6.2 "Days" shall mean calendar days. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Chief by the Union. Written answers, correspondence, or other papers comprising the grievance, shall be included with the grievance form at Steps 1 and 2.

19.6.3 All grievances or answers shall be hand delivered to the employee, Union, representative on duty, supervisor, Chief's office, or Mayor's office, as the case may be and this delivery shall constitute presentation of the grievance or answer.

### ARTICLE 20 ARBITRATION

20.1 Either party may submit to binding arbitration pursuant to the then obtaining Voluntary Arbitration Rules and Procedures of the New York State Public Employment Relations Board, an unresolved grievance. A grievance shall be defined as in Article 19, Section 19.4.

20.2 The parties shall share equally the arbitrator's fees and expenses, except as provided in Article 19.4 and Appendix E.

20.3 The arbitrator shall have no power to add to, subtract from or modify the terms of this agreement.

20.4 The contract grievance panel shall be the same panel that hears disciplinary arbitrations under Section 21.4.3.

20.5 Arbitrators shall be requested to render their decision within thirty (30) calendar days of the date that the arbitration hearing was concluded, or within thirty (30) calendar days of the submission date of any briefs, should such be required.

## **ARTICLE 21**

### **DISCIPLINE**

#### **21.1 Exercise of Rights**

21.1.1 No employee shall be disciplined or otherwise removed except in accordance with the provisions of this Article. Notwithstanding this provision, a newly hired probationary employee may be disciplined or removed without written charges or a hearing in the first year of his/her appointment provided that the probationary employee is given the reason for discipline or removal in writing. Said discipline or removal shall not be subject to arbitration.

21.1.2 An employee against whom a disciplinary action or measure is pending may elect to follow Sections 75 and 76 of the Civil Service Law or the procedure set forth hereunder. The employee's selection of one shall preclude the use of the other.

21.1.3 A disciplinary measure may be imposed upon any employee for misconduct or incompetence. Where the charge of misconduct or incompetence arises from off-duty conduct such conduct shall be related to the employee's responsibilities as an employee. Such disciplinary measures shall consist of one or more of the following: oral reprimand, written reprimand, suspension, loss of leave credits, demotion or discharge.

21.1.4 Whenever the Employer seeks imposition of any of the above, the employee shall be served a written notice of the specific charges brought against him and the proposed penalty. The notice of discipline shall contain a detailed description of the charges, including dates, times, and places. A copy of the charges shall be sent to the Union at the same time it is sent to the employee.

21.1.5 No disciplinary action or measure shall be imposed upon an employee prior to the exhaustion of the appeal procedure set forth herein. An employee may, however,

be suspended without pay pending the outcome of such proceedings only if the Employer determines that there is probable cause to believe that the employee's continued presence on the job represents an actual danger to persons or property, or would severely interfere with operations. Suspensions without pay may not exceed thirty (30) calendar days. employee shall not be entitled to pay, however, during any period in which the Union or the employee is not ready to proceed, or the hearing is adjourned at the request of the Union or the employee, or the Union or the employee obtain a stay of arbitration. If an employee is suspended without pay, the determination shall be reviewable by an arbitrator. Before any suspension begins, the disciplined employee, upon his request, shall be allowed to discuss the matter with the Union steward or other authorized representative of the Union before he may be required to leave the premises or his assignment. The employer will make an area available for this purpose. Disciplinary charges shall be served within ten (10) work days of any official verbal notification.

## 21.2 Appeals Procedure

21.2.1 An employee against whom disciplinary charges are brought shall have the right to appeal such action. Upon receipt of such notification, an employee shall have eight (8) calendar days to file with the Fire Chief a written response to the charges, a copy of which shall be sent to the Union. The employee, in his response may deny the charges, may admit the charges and accept the penalty proposed or admit the charges but reject the penalty proposed. Should the employee deny the charges, or admit the charges, but reject the penalty proposed, he shall also include in his response whether he desires to utilize Sections 75 and 76 of the Civil Service Law or the procedures set forth in this Article, whether he desires to be represented by the Union or his own attorney.

21.2.2 Except as provided in Section 21.1.5 of this Article, it is understood that any penalty proposed may not be implemented until the employee:

- (a) fails to file a response within eight (8) calendar days of the service notification of discipline, or
- (b) having filed a disciplinary grievance response, fails to file a timely appeal to arbitration or a request for a Civil Service hearing, whichever the case may be, or
- (c) having appealed to arbitration, until and to the extent that it is upheld by the disciplinary arbitrator.

21.2.3 In any case where an employee, in his response to the charges, disavows the penalty proposed or denies the charges brought against him, the Fire Chief or designee shall meet with the Union Grievance Committee within ten (10) work days of receipt of the employee's response in an effort to resolve the matter. Any settlement shall be reduced to writing. Under no circumstances may an employee be required to execute



settlement without being afforded a reasonable opportunity to have a representative of the Union or his own attorney present. A copy of any settlement shall be provided to the Union.

21.2.4 If the matter is not resolved at the meeting with the Fire Chief or his designee, then the employee, within five (5) work days of the date the meeting is held, may file for arbitration as provided for under Article 20 of this Agreement, or request a Civil Service hearing, whichever the case may be.

21.2.5 Disciplinary arbitrators shall confine themselves to determinations of whether an employee is guilty or innocent of the charges being brought against him, and whether the proposed penalty is arbitrary or capricious. Such arbitrators shall neither add to, subtract from nor modify any provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension pursuant to 21.1.5 of this Article shall be final and binding upon the parties. If the arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining whether the proposed penalty is arbitrary and capricious.

### 21.3 Rights of the Parties

21.3.1 Either may inspect and copy, upon request, any written statement of witnesses or records which are relevant to the disciplinary charges and which are in the possession of the other party in advance of the date of such proceeding.

21.3.2 The Grievance Committee Chairman, the local Union President or his designee, the aggrieved employee, and necessary employee witnesses shall not suffer any loss of time or pay, or be required to charge accrued leave credits as the result of time spent in any disciplinary hearing or arbitration proceeding, during their regular work hours.

21.3.3 No employee shall be coerced or intimidated, or suffer any reprisal, either directly or indirectly, including charges that may adversely affect his hours, wages, or working conditions, as a result of his exercising the rights guaranteed by this Agreement.

21.3.4 Work shift changes or re-assignments shall not be made for the purpose of imposing discipline, except in cases of demotion. In cases where criminal charges are pending against an employee, the effect of which may seriously affect the employee's ability to carry out the responsibilities of his job assignment, such temporary changes may be made, but only until final disposition of the matter is made by appropriate court action.

21.3.5 No employee shall be brought up on disciplinary charges for acts which occurred more than one (1) year prior to the serving of disciplinary charges upon him,

except that the above limit shall not apply to acts which, if proved in a court of appropriate jurisdiction would constitute a crime.

#### **21.4 Disciplinary Arbitration Procedure**

21.4.1 When an employee chooses to file for arbitration in a disciplinary matter under 21.2.4 of this Article, the following procedure shall apply.

21.4.2 The employee or the Union on his behalf shall send a notice of demand for arbitration and a copy of the grievance by registered or certified mail to the Fire Chief, to the Corporation Counsel and to the Union's attorney, all at the addresses listed in Appendix "D".

21.4.3 Arbitrations under this section shall be heard by one of the arbitrators, who shall serve in rotation in the order named as appears in Appendix "C" and according to the procedure described below:

When a demand for arbitration has been filed, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. If that arbitrator is unable to provide a date within thirty (30) days of his or her appointment, the parties shall contact the next arbitrator on the list and shall continue to do so until they reach the first arbitrator who is able to schedule a hearing within thirty (30) days of his or her appointment. That person shall serve as arbitrator and shall have full power to hear and determine the matter as provided in this Agreement.

21.4.4 Arbitrators shall be requested to render their decision within thirty (30) calendar days of the date that the arbitration hearing was concluded, or within thirty (30) calendar days of the submissions date of any briefs, should such be required.

21.4.5 No arbitrator functioning under this Section shall have the power to amend, modify, or delete any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties, who shall share equally the fees and expenses of the arbitrator.

### **ARTICLE 22 LABOR MANAGEMENT COMMITTEE**

22.1 Labor Management Committee shall be established within thirty (30) days of the signing of this Agreement. The Committee shall consist of up to four (4) members appointed by the Union and up to four (4) members appointed by the City.

A meeting may be requested by either party and shall be held within ten (10) days of the request, at a time and place mutually agreed-upon. Meetings shall not be held more frequently than once in each calendar month unless the parties have agreed to the holding of such an additional meeting. Up to two (2) unit members will be released from duty without loss of pay to attend such meetings.

The Committee shall consider matters of mutual concern pertaining to improvement in working conditions, morale, and safety, as well as occupational education and welfare.

Official minutes of the meeting shall be taken.

## **ARTICLE 23 UNIFORMS**

23.1 The City shall supply the required uniform to each member. The City shall replace all uniforms becoming unusable through normal wear and tear in the course of duty and also uniforms seriously damaged or destroyed in the course of duty.

23.2 The City shall issue to each bargaining unit member one full dress uniform, and one full dress uniform to each new firefighter upon completion of Training School. After promotion to Lieutenant, the City will issue a new dress uniform coat to the promoted member. Upon promotion beyond Lieutenant, the City will issue new insignias to the promoted member and will pay for the insignias' application. Each firefighter must turn in their dress uniform upon retirement or resignation or have its replacement cost deducted from his/her mustering out pay. The City will not pay for replacement or alteration of the uniform once issued by the City.

## **ARTICLE 24 SAFETY COMMITTEE**

24.1 A safety committee shall be created which shall consist of one man designated by the Union and one man designated by the City. A firefighter shall report any safety problems which he discovers to his supervisor officer, and if no action is taken within a reasonable time, he shall then report it to a member of the safety committee.

The safety committee shall investigate and report their findings to the Chief. The Chief shall then take prompt and appropriate action upon receipt of the report.

24.2 Since all Albany Firefighters are presumed to be subject to duty 24 hours per day, 7 days per week, any action taken in the City of Albany by a member of the Department on his time off, which would be appropriate if taken by an Albany Firefighter

or officer on active duty, if present or available, shall be considered official action, and the Firefighter shall have all the right to benefits concerning such action as though he were then on active duty. In the event that an employee is faced with a civil claim arising out of an incident in the City of Albany related to his service with the Department (except acts of willful misconduct or gross negligence), the City will provide legal counsel for his protection and hold him harmless from any financial loss.

## **ARTICLE 25 BULLETIN BOARDS**

25.1 Reasonable space shall be provided in each house for bulletin boards for the use of the Union.

## **ARTICLE 26 MEDICAL ATTENTION**

26.1 An employee taken sick or injured while on duty may choose to go to either the Fire Department physician or to the Emergency Room of any hospital in the City of Albany. The employee shall have the right to go immediately but must notify his superior that he will be gone. The City shall be responsible for the Emergency Room expenses incurred because of job related illness or injury that are covered by Workers Compensation or 207-a of the General Municipal Law.

## **ARTICLE 27 HEALTH INSURANCE**

27.1 Health Insurance. If the City wishes to change the existing health insurance plan, the City shall present proposals to the Union for discussion and possible agreement on these proposals. If no proposal is agreed upon, then an expedited arbitration will commence with an arbitrator to be chosen from the list of disciplinary arbitrators. The issue of the arbitration will be whether the new City proposal grants substantially equivalent coverage to members of the bargaining unit. The arbitrator's decision will control as to whether the City has the right to make any such change.

27.2 Employees hired after May 14, 1986 shall pay to the City 10% of the cost of their individual health insurance plan and 25% of the cost of any family plan that they choose to belong to.

27.3 Effective 1/1/93, the benefits offered under the existing Blue Cross/Blue Shield Wraparound Plan (#7182) and the Blue Cross/Blue Shield GHI Prototype (#7183) shall be continued in force with the following modifications:

- (a) A utilization review management process shall be instituted with:
  - 1. Pre-certification component with utilization review;
  - 2. Mandatory second surgical opinion; and
  - 3. Mental health/substance abuse inpatient utilization review.
- (b) There shall be mandatory mail order for custodial/maintenance drug.
- (c) There shall be mandatory generic substitution for prescription drug coverage.
- (d) Prescription drug co-pay shall be \$2.00.
- (e) Inpatient and outpatient psychiatric and substance abuse coverage shall be reduced to minimum NYS level (See Appendix B).

27.4 Immediately upon the effective date of this Agreement, the City shall undertake those steps necessary to adopt for the members of the bargaining unit the provisions of Section 125 of the Internal Revenue Code for all benefits, including but not limited to Health Insurance contributions, unreimbursed medical expenses and the cost of dependent care.

27.5 Any health insurance provided by this Agreement will continue to be provided to the surviving spouse and eligible dependents of any employee who is killed in the line of duty at no cost to the surviving spouse or dependents, until the death or remarriage of the surviving spouse or the dependents no longer qualify.

27.6 Effective January 1, 1995 all bargaining unit members shall have the City's deferred compensation plan made available to them.

27.7 Employee Assistance Program and Substance Abuse Screening. The parties agree to implement the Employee Assistance Program (E.A.P.) and substance abuse procedures as set forth in a memorandum agreement that is executed contemporaneously with this agreement.

## **ARTICLE 28 COPY OF CONTRACT**

28.1 A copy of the contract shall be supplied by the City to each member of the Department. The cost of publishing the contract shall be borne equally by the City and the Association with all printing being performed in a Union shop and with the letting of contracts for such work being subject to the legal restrictions regulating the Employer's solicitation of bids and placement of orders.

28.2 Rule Book Updating. The Department Book of Rules and Regulations shall be revised and brought into concert with this contract within six (6) months of the effective date of same.

## **ARTICLE 29 RETIREMENT PLAN**

29.1 All employees in the bargaining unit and all new employees shall be eligible for coverage under the provisions of the Policemen's and Firemen's Retirement System of New York State 384, which provides for retirement at one-half (1/2) pay after twenty-five (25) years of service, the full cost of which shall be borne by the employer, and shall be adopted by the employer effective November 1, 1980.

29.2 As of January 1, 1988, the City agrees to adopt and all employees in the bargaining unit shall become eligible for plan 384-D (twenty year, half pay) and 384-F (1/60th credit after 25 years).

29.3 The City shall take those steps necessary to implement one year final average salary benefits set forth in Section 302(9)D of the New York State Retirement and Social Security Law for all Tier I employees.

## **ARTICLE 30 EMS**

30.1 Statement of Policy: Both the Employer and the Union recognize the importance of the EMS program and both parties are committed to the purposes of delivering this service at the highest levels of professional standards.

30.2 For the purpose of this section the following definitions shall apply:

- a. Firefighter shall include the ranks of lieutenant and captain;

- b. EMS means the Emergency Medical Service of the Albany Department of the Albany Department of Fire and Emergency Services;
- c. EMT means an emergency medical technician as certified by the State of New York and the Regional Emergency Medical Organization (R.E.M.O.). The term includes EMT levels 1, 2 and 3, also known as EMT, intermediate.
- d. Paramedic means a paramedic certified by the State of New York and R.E.M.O. at the EMT P or EMT 4 level.

30.3 To be eligible for the paramedic certification program, the firefighter must be a certified EMT.

30.4 Selection Procedure: Paramedic Program - Upon notice from the Chief that the Department intends to enroll Firefighters in the Paramedic Certification Program, any eligible Firefighter EMT may apply by submitting a request in writing to the Chief. The Firefighter EMT submitting the request shall be required to complete the necessary screening procedures. The final selection from the program shall be made from among those Firefighter EMTs successfully completing the screening procedures and appointment shall be made by the Chief based upon seniority.

30.5 Upon notice from the Chief that the Department intends to enroll firefighters in the EMT program, any firefighter may apply by submitting a request in writing to the Chief. Selections shall be made by seniority.

30.6 Successful Completion: Paramedics upon successfully completing all of the requirements and being certified by R.E.M.O. and the state as a paramedic, a firefighter shall be placed on the eligible list for his rank by seniority. Permanent vacancies shall be filled by canvassing the list starting at the highest placement. If no firefighter on the list accepts the permanent vacancy, then the lowest person on the list will be assigned.

30.7 Each Paramedic and EMT agrees to faithfully serve in that capacity for the duration of his certification period, which is currently three (3) years. A firefighter will not be prejudiced in any way by service in the paramedic unit with respect to promotions in rank.

30.8 Upon the expiration of a firefighter's paramedic certification, he shall be temporarily assigned to any company in the Chief's discretion until such time as he successfully bids into another job opening.

30.9 Any certified Paramedic or EMT who opts to enroll in a REMO or departmentally sponsored recertification program for a period of up to two (2) weeks once in every three (3) years shall be subject to temporary scheduling reassignment to coincide with the scheduling of a recertification program. All time spent in the recertification training sessions of either a Departmentally sponsored or REMO program shall be credit as hours worked. In all other respects, the provisions of this Article, which apply to initial certification shall apply to recertification.

30.10 Compensatory Time: All time spent in the EMS Certification or recertification process which is in addition to a Firefighter's scheduled tour of duty, shall entitle the Firefighter to equivalent compensatory time off. The certification and recertification process includes all time spent in class, lab, emergency rooms, testing and required continuing education programs, but does not include self study. The compensatory time which the firefighter earns under this Article may be taken at any time upon reasonable notice to the Department but in any case must be taken within one year after the conclusion of the training program provided that the public safety shall not be jeopardized by the Firefighter's absence from duty on that particular date. All Firefighters shall receive overtime pay for all time spent taking certification or recertification examinations.

30.11 The Department shall pay the full cost of the tuition and required books for this program.

30.12 The parties recognize the Civil Service Commission requirement that the firefighters whose date of employment is on and after January 5, 1987, Lieutenants whose date of promotion to Lieutenant occurred on or after June 8, 1989 and Captains whose date of promotion to Captain occurred on or after October 14, 1988 possess throughout their career an EMT certification. The parties recognize that EMT certifications expire at periodic intervals and that said certifications may be renewed by successfully completing a New York State certifying examination. It is the intent of this Section to provide a remedy for those situations where an employee required to maintain EMT certification, has his or her certification expire, for whatever cause.

30.12.1 The City agrees that it shall, on or about January 1 and July 1 of each and every year, publish in each fire house a list showing the names of all members who possess EMT or A/EMT certification and the respective expiration dates of said certifications.

30.12.2 The City agrees that it shall cause a written notification letter or memorandum to be issued to each individual EMT or A/EMT, at least six months prior to



the expiration of said member's EMT or A/EMT certification, notifying said member of the expiration date.

30.12.3 Any EMT who is required to maintain EMT certification as a condition of employment or promotion as set forth above whose EMT certification expires shall, in the case of firefighters hired on or after January 5, 1987 be placed on an indefinite unpaid leave of absence until he or she secures EMT certification. Any EMT who is required to maintain EMT certification as a condition of promotion whose EMT certification expires, shall be paid at the next lower rank until he or she secures EMT certification.

30.12.4 The unpaid leave of absence or reduction in salary specified above shall occur automatically upon a member reaching his or her EMT expiration date without having filed with the Chief in writing one of the following:

- a) A valid EMT card with new expiration date or
- b) An on-site scoring passing letter issued by the State of New York
- c) Proof of having participated in the New York State certifying examination prior to the existing cards expiration and not been notified of failure or
- d) Proof of enrollment in the New York State re-certification course scheduled to test prior to the EMT card expiration date.

30.12.5 The Chief of the Department may grant an extension to secure EMT re-certification where in his opinion extraordinary circumstances exist. This discretion shall be solely within the prerogative of the Chief and his exercise or non-exercise of it shall not be subject to the grievance procedure.

30.13 Each paramedic who successfully completes "rapid recertification" will receive a \$1,500.00 stipend in lieu of payments for the hours spent in attending the recertification courses.

## ARTICLE 31 SICK LEAVE BANK

31.1 Personal Sick Leave - To act as a group incentive to encourage responsible use of sick leave effective January 1, 1998, the City shall maintain a personal sick leave bank of 1,000 24-hour days at the start of each calendar year, to be drawn down on an hourly basis by individual personal sick leave use, not to include catastrophic individual cases of greater than seven work days duration. On or before the third workday a firefighter on sick leave must produce a doctor's certificate or report to the Department

physician for a medical evaluation to determine whether light duty is appropriate. At the end of each calendar year, the bank's remaining hours shall be divided equally among the entire bargaining unit on a per-person basis and credited to each individual Employees Vacation Buy-Back, without regard to the vacation bank's 240 hour cap. This provision is not intended to affect treatment of Section 207-a on the Job Injuries or Illnesses absences for which will not be deducted from the sick bank.

## **ARTICLE 32 LEGISLATIVE APPROVAL**

32.1 Except as otherwise provided for herein, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE 33 CONTINUATION CLAUSE**

33.1 The terms and conditions of this Agreement shall continue until December 31, 2001, and for each succeeding year beyond that unless either party shall give notice, a minimum of sixty (60) days prior to the termination date of the Agreement of its intention to seek modification of any of the terms of said Agreement.

33.2 Any grievance arising under the terms of this Agreement after December 31, 2001 shall be subject to the grievance procedure and binding arbitration provisions of Articles 19 and 20 of this Agreement, which shall continue in full force and effect.

## **ARTICLE 34 LIGHT DUTY**

34.1 The purpose of this Article is to provide for a light-duty work program for members of the Albany Department of Fire and Emergency Services. It is the intent of the parties that members, injured or taken ill as a result of on or off the job incidents, who are unable to perform their regular duty but certified by the Department Physician as able to perform light-duty participate in this program.

34.2 It is not the intent of the parties that any positions currently held by full duty personnel be replaced with light-duty personnel, except if a non-job related illness exceed one year in duration in which case the member with the non-job related illness or injury, who is capable of working light-duty, can replace a staff type position only.

34.3 No members shall be assigned to light duty until certified able to do so by the Department Physician. Such certification shall contain specifications on the particular types of light duty that may be performed or hours to be worked per day.

34.4 There is hereby created a light-duty reserve pool which shall be located at Fire Headquarters and which shall comprise those members of the Department assigned to light duty with the exception of those members remaining with their original Bid companies pursuant to Section 34.8.

34.5 Members assigned to the reserve pool may bid light-duty positions, and be subject to be detailed to temporary light-duty assignments, using the same bidding and detail procedures set forth in Article 8. Examples of the types of light-duty positions intended are B.C. Aide, Repair Shop Aide, Fire Prevention, EMS Assistant and Training Assistant.

34.6 The work schedule of a member assigned to the light duty reserve pool shall be an eight hour shift per day, Monday through Friday, averaging no more than forty (40) hours per week over the course of a year, except when the Department Physician shall, for medical reasons, restrict the member to a lesser amount of hours worked per day or where the particular position, such as B.C. Aide, requires round the clock staffing. Members who can work a lesser amount than forty (40) hours per week shall be assigned within the Monday to Friday normal business hour time frame. Members, either line of duty or non-line of duty, who are working a light duty Monday to Friday schedule, shall receive all holidays off and continue to receive holiday pay and all other contractual benefits.

34.7 Members who are injured or ill due to a non-job related injury but certified as able to perform light duty shall be immediately reassigned to the light-duty reserve pool located at fire headquarters.

34.8 Members who are injured or taken ill due to a job-related injury but able to perform light duty shall for the first forty (40) days of such light duty remain on their regular work schedule with their regular company, subject to the right of the Chief to detail said members to the reserve pool from 8:00 a.m. to 4:00 p.m. Monday through Friday, that falls on the member's regular work schedule. Upon the expiration of forty (40) days on light duty, said member shall be reassigned to the light-duty pool located at Fire Headquarters. The work schedule of such member shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., averaging not more than forty (40) hours per week over the course of a year, except where the Department Physician shall, for medical reasons, restrict the members to a lesser amount of hours worked per day, or where the light-duty position as bid by the Department calls for a traditional 24/72 work schedule.

34.9 The Department shall have the option of designating staff positions within the Department as light duty only. In such a case, the Department shall fill the position using the procedure set forth in Article 8 of this Agreement, but the eligible candidate shall be restricted to the current members of the light-duty pool.

34.10.1 Members assigned to light duty less than twelve (12) months shall retain their company bid positions and be entitled to return to said company upon certification of the Department Physician of their medical ability to resume full duty. Members assigned to light duty in excess of twelve (12) months shall be deemed to have surrendered their company bid and that position shall be filled in accordance with Article 8.

34.10.2 Members on light duty for less than twelve (12) months have all of the bidding rights specified in Article 8.3. If a member bids a new company during his tenure in light duty, he must return to full duty before the expiration of the original twelve (12) month period. If he fails to make it back to full duty, he will lose the bid and this spot will be put out to Department-wide bid. If he has been on light duty for more than twelve (12) months, he is not eligible to place a bid, except for light-duty positions.

34.11 Members who are assigned to light duty due to an off-the-job injury or illness shall be required to take their regular service retirement immediately upon becoming eligible for the same. Members who are subject to this requirement who fail to so retire shall be placed on unpaid leave of absence, without further accrual of fringe benefits, upon obtaining the minimum number of years necessary to qualify for a minimum service retirement pension, whether twenty (20) or twenty five (25) years of service, and not having retired. Members will not be permitted to switch from the twenty (20) to twenty-five (25) year service retirement plan after having been so injured.

34.12 Members assigned to light duty who file, or have filed for them by the Department, an application for accidental disability retirement or line of duty disability retirement, under section 363 or 363-c of the Retirement and Social Security Law shall, as of the date of such application, be placed on paid leave of absence for a period of nine (9) months or until said application is granted, whichever shall occur earlier. In the event said member applies and is denied he or she shall be returned to light duty with the reserve pool.

34.13 Members assigned to the light-duty reserve pool shall bid for vacations in accordance with Article 12, with the exception that the City agrees that a maximum of one out of every five members of the pool may be on vacation at the same time, and that members of the pool injured in the line of duty shall pick prior to members injured off the job. Members who have picked their vacations prior to injury or illness shall receive their vacation as picked.

34.14 All current light-duty personnel and positions shall be covered by the provisions of this Article 34, including but not limited to, the initial bid process.

34.15 Members of the bargaining unit who have been injured or taken ill in the performance of duty (section 207-a GML members) or off the job (non-section 207-a GML members) who dispute any aspect of a light-duty capability determination made by the Department Physician may submit such dispute to arbitration in accordance with Article 19.4 hereof.

34.16 Nothing contained in this Article 34 is intended to waive or limit any rights which disabled, sick or injured bargaining unit members may have under the "Americans with Disabilities Act."

#### **ARTICLE 35 PERSONNEL FILE**

35.1 All employees shall have the right to review their official Department personnel file upon request to the Fire Chief.

35.2 Employees shall receive a copy of all communications that are to be entered into their official Department of Fire and Emergency Services personnel file and shall be afforded the opportunity to initial such communications prior to entry.

#### **ARTICLE 36 MILITARY LEAVE**

36.1 Employees absent on military duty as members of the organized militia or of reserve forces or of reserve components of the armed forces of the United States shall be granted leave of absence with no loss of time or pay not to exceed thirty (30) working days pursuant to Sections 342 and 343 of the New York State Military Law. For purposes of this Article, a twenty-four (24) hour shift constitutes three (3) working days. Copies of orders for military duty shall be submitted to the Chief as soon as the orders are received by the employee.

#### **ARTICLE 37 ANNUAL PHYSICALS**

37.1 The City may require an employee to take a medical examination. The examination shall be given every three (3) years for an employee under thirty (30) years of age, every two (2) years for an employee under forty (40) years of age, and every year for an employee forty (40) years of age and older, and all employees assigned to the

tactical unit. The period for physicals shall be measured from the date of successful completion of the last physical.

37.2 The physical shall consist of an examination that determines whether the employee meets the physical levels required to perform the employee's regular duties as set forth in professionally accepted and recognized standards agreed to by the parties. The parties agree to use the physical standards as set forth in NFPA 1500 until a different standard is agreed upon to replace NFPA 1500. The examination requirements shall be contained in a written statement setting forth the required levels necessary to meet the minimum standards for the individual employee to perform their regular duties and the protocols for evaluating the required levels.

37.3 The examination shall be administered by the fire surgeon or at the option of the employee by the employee's personal physician. The schedule of the examination shall be announced sufficiently far in advance to permit the employee to schedule the physical with their personal physician. Every effort will be made to schedule the physical on the employee's regular work day. If the physical is not scheduled for a regular work day, the employee will receive pay for the period of the physical at his overtime rate of pay. If an employee exercises the right to have a personal physician perform the physical, no additional pay will be earned for the period of the physical.

37.4 If an employee does not meet the minimum standards, they will be placed on light duty pursuant to the terms of the light duty clause of the Agreement.

37.5 If the employee does not complete the examination within thirty (30) days of the scheduled date for the physical, the employee will be placed on light duty until the physical is completed. If the physical is not completed within thirty (30) days of being placed on light duty, the City has the right to order a physical with the Fire Surgeon.

37.6 In the event that an employee is found to not meet the minimum standards, the employee shall have the right to submit a written report from a qualified physician certifying that the employee can perform the essential functions of the employee's regular job duties either with or without a reasonable accommodation despite the physical limitation. The City reserves the right to challenge that determination. In such a case, the dispute shall be submitted to an arbitrator under the parties' arbitration clause for final determination.

37.7 Either the employee or the City has the right to contest a finding that the employee does or does not meet the minimum levels required for the performance of their regular duties based on the submission of a written report from a qualified physician that sets forth the basis for the challenge. In such a case, the parties shall submit the dispute to arbitration pursuant to the parties' arbitration clause. Prior to such arbitration, the parties

have the mutual obligation to provide disclosure of all medical records and the employee will make himself/herself available for a medical examination.

37.8 In any case where there is a dispute over whether an employee meets the minimum levels to perform the employee's regular duties, the employee will be placed on light duty pursuant to the terms of the Agreement pending the resolution of the dispute.

37.9 All medical records under this Article will be maintained in a separate file and kept strictly confidential. No record will be disclosed except on a need-to-know basis.

CITY OF ALBANY

ALBANY PERMANENT  
PROFESSIONAL FIREFIGHTERS  
ASSOCIATION  
Local 2007, IAFF

/s/ Gerald D. Jennings  
GERALD D. JENNINGS  
Mayor

By: /s/ Samuel A. Fresina  
SAMUEL A. FRESINA  
President

/s/ James W. Larson  
JAMES W. LARSON  
Chief

By: /s/ Keith J. Cipollo  
KEITH J. CIPOLLO  
1st Vice President

By: /s/ Andrew J. Hirsh  
ANDREW J. HIRSH  
2nd Vice President

By: /s/ Daniel J. Coleman  
DANIEL J. COLEMAN  
Secretary

By: /s/ Edward Wrobel  
EDWARD WROBEL  
Treasurer

**APPENDIX "A"**  
**SALARY SCHEDULE - LOCAL 2007**

Rank	1/1/98	12/31/98 2%	1/1/99 2%	1/1/00 2%	1/1/01 3%
FF 1ST GR	\$27,014.00	\$27,554.00	\$28,105.00	\$28,667.00	\$29,527.00
FF 1ST GR EMT	\$27,617.00	\$28,169.00	\$28,732.00	\$29,307.00	\$30,186.00
FF 1ST GR PARA	\$28,521.00	\$29,091.00	\$29,673.00	\$30,266.00	\$31,174.00
FF 2D GR	\$29,092.00	\$29,674.00	\$30,267.00	\$30,872.00	\$31,798.00
FF 2D GR	\$29,741.00	\$30,336.00	\$30,943.00	\$31,562.00	\$32,509.00
FF 2D GR PARA	\$30,715.00	\$31,329.00	\$31,956.00	\$32,595.00	\$33,573.00
FF 3D GR	\$33,248.00	\$33,913.00	\$34,591.00	\$35,283.00	\$36,341.00
FF 3D GR EMT	\$33,990.00	\$34,670.00	\$35,363.00	\$36,070.00	\$37,152.00
FF 3RD GR PARA	\$35,103.00	\$35,805.00	\$36,521.00	\$37,251.00	\$38,369.00
FF 4TH GR	\$39,484.00	\$38,152.00	\$38,915.00	\$39,693.00	\$40,884.00
FF 4TH GR EMT	\$40,410.00	\$39,003.00	\$39,783.00	\$40,579.00	\$41,796.00
FF 4TH GR PARA	\$41,802.00	\$40,281.00	\$41,087.00	\$41,909.00	\$43,166.00
FF TOP GR	\$41,560.00	\$42,391.00	\$43,239.00	\$44,104.00	\$45,427.00
FF TOP GR EMT	\$42,487.00	\$43,337.00	\$44,204.00	\$45,088.00	\$46,441.00
FF TOP GR PARA	\$43,879.00	\$44,757.00	\$45,652.00	\$46,565.00	\$47,962.00
LIEUT.	\$47,170.00	\$48,113.00	\$49,075.00	\$50,057.00	\$51,559.00
LIEUT. EMT	\$48,098.00	\$49,060.00	\$50,041.00	\$51,042.00	\$52,573.00
LIEUT. PARA	\$49,488.00	\$50,478.00	\$51,488.00	\$52,518.00	\$54,094.00
CAPT.	\$50,286.00	\$51,292.00	\$52,318.00	\$53,364.00	\$54,965.00
CAPT. EMT	\$51,214.00	\$52,238.00	\$53,283.00	\$54,349.00	\$55,979.00
CAPT. PARA	\$52,604.00	\$53,656.00	\$54,729.00	\$55,824.00	\$57,499.00

Full-duty Firefighters assigned to the Fire Investigation Unit shall have their annual salary rate supplemented by an additional \$500.00. This shall not apply to light-duty personnel, if any.

Members shall receive a code enforcement stipend of \$1400.00 annually, effective on January 1, 1998, to be paid as follows: \$700.00 in the first pay period of March and \$700.00 in the first pay period in September in a separate check. The stipend shall be added to an employee's regular rate of pay for the purpose of calculating overtime.

Employees who possess and maintain certification as Emergency Medical Technicians ("EMT") or Paramedics shall receive an annual stipend in a separate check during the first pay period of January starting in 1999 as follows:

1999	-	\$200.00
2000	-	\$300.00
2001	-	\$500.00

The EMT/Paramedic stipend shall be added to the employee's regular rate for the purpose of calculating overtime.



## APPENDIX "B"

### NEW YORK STATE MINIMUM BENEFIT LEVELS FOR SUBSTANCE ABUSE

Inpatient Detox: Paid in full for up to 7 days

Inpatient rehabilitation: Paid in full for up to 30 days per calendar year

Outpatient: Paid in full for up to 60 visits per calendar year, of which 20 may be used for family counseling

### NEW YORK STATE MINIMUM BENEFIT LEVELS FOR PSYCHIATRIC

Inpatient: Paid in full for up to 30 days per year

Outpatient: 30 visits per year with maximum of no less than \$1,500; three psychiatric emergency visits per year at no less than \$60 per visit: which reduces benefits otherwise payable for other in-patient and out-patient care

#### **APPENDIX "C"**

**Kevin Berry**

**Sheila Cole**

**Paul Doyle**

**Dominic Tocci**

**Peter Prosper**

#### **APPENDIX "D"**

**Albany Department of Fire and Emergency Services  
26 Broad Street  
Albany, New York 12202**

**Corporation Counsel  
City Hall  
Albany, New York 12207**

**Ronald G. Dunn, Esq.  
Gleason, Dunn, Walsh & O'Shea  
102 Hackett Boulevard  
Albany, New York 12209**

**Albany Permanent Professional Firefighters Association, Local 2007  
39 Quail Street  
Albany, New York 12206**

## APPENDIX "E"

### General Municipal Law Section 207-a Procedure

**Section 1:** This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-a of the General Municipal Law (hereafter referred to as "GML 207-a"). This policy is not intended to limit or eliminate any additional requirements or benefits regarding GML 207-a set forth in the statute or case law.

**Section 2:** Notice of Disability or of Need for Medical or Hospital Treatment. A firefighter who alleges an injury in the performance of duty or who alleges he/she was taken sick as a result of the performance of duty and who seeks any benefit afforded by GML 207-a shall file a written incident report, on forms provided for this purpose, with the Chief within forty-eight (48) hours of either (1) an incident causing an injury or sickness so as to prevent the performance of duty or (2) an incident causing such an injury or sickness which gives rise to a need for medical or hospital care; provided, however, that a firefighter taken sick allegedly as the result of the performance of duty shall provide such written incident report as soon as he or she concludes that the sickness is so caused, but in no event later than thirty (30) days from the time such sickness should have been discovered to have been a result of the performance of duty. In the event of an inability to do so, such written incident report may be made by another acting on behalf of the firefighter. The written incident report shall include the following information: the time, date, and place of the incident; a detailed statement of the facts surrounding the incident; the nature and extent of the firefighter's injury or sickness; the names of any possible witnesses to the incident; and statements from the firefighter's treating physician(s). The firefighter will be provided with a copy of the incident report stamped with the date of receipt. The failure to satisfy the time limits of this section shall not automatically render a filing untimely and preclude an award of any benefits pursuant to Section 207-a; however, it shall raise a rebuttable presumption that the firefighter was not injured in the performance of duty or taken sick as a result of the performance of duty.

**Section 3:** An application for Section 207-a benefits must be filed as soon as practicable. The application must be made by either the firefighter seeking benefits or, in his or her inability to do so, by another acting on his or her behalf. The application shall be made in writing, using an official application form, and must include the following information: the time, date, and place of the incident; a detailed statement of the facts surrounding the incident; the nature and extent of the firefighter's injury or sickness; the names of any possible witnesses to the incident; and the names and addresses of all treating physicians. The applicant will be provided with a copy of the application stamped with the date of receipt.

**Section 4:** An application shall be deemed "untimely" unless it is received by the Chief within sixty (60) days after the date of the injury or sickness upon which the application is based or within sixty (60) days after the member discovers, or should have discovered, the injury, reinjury or sickness upon which the application is based. The Chief may, in his discretion, excuse the failure to file the application within the sixty-day period upon a showing of good cause.

**Section 5:** The application must be made in writing on the form attached to this procedure and, where appropriate, will include a statement from the applicant's treating physician.

**Section 6:** After the filing of said application, the City shall have the right to require the applicant to submit to one or more medical or other appropriate examinations as provided by law and/or this procedure.

**Section 7:** The Chief shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML 207-a. The Chief or his designee shall have the authority to conduct a full investigation of the facts concerning the application including, but not limited to, employing medical specialists and other appropriate individuals, at reasonable times on reasonable notice require the attendance of the firefighter or other Department witnesses to secure information, and requiring the firefighter to execute a release for information pertaining to his relevant medical history.

**Section 8:** Pending the determination of an application, time off taken by the applicant after submission of said application and alleged to be attributable to the injury or sickness which gave rise to the claim for GML 207-a benefits shall be charged to sick time.

**Section 9:** The Chief shall render a written decision on the application for benefits as soon as practicable but in no event later than fifteen (15) days after receipt of all necessary information as indicated in section 7 above. In the event that a written decision is not issued within fifteen (15) days of the receipt of all necessary information, the applicant will be temporarily placed on 207-a leave pending receipt of the written decision. A copy of the decision shall be mailed to the applicant at the address specified in the application.

**Section 10:** If the decision is that the applicant is eligible for GML 207-a benefits, then the applicant shall be so categorized and pursuant thereto any time off taken due to such injury or sickness shall be charged to GML 207-a leave. The member's GML 207-a benefits shall continue so long as the member remains eligible.

**Section 11:** If the decision of the Chief is that the applicant is not eligible for GML 207-a benefits, then at any time within thirty (30) days from receipt of such decision, the applicant may serve a written demand on the Mayor or his designated representative for further evaluation of the application. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application is needed.

**Section 12:** Upon receipt of a timely written demand for further evaluation of a GML 207-a claim, the Mayor or his designee shall obtain from the Chief all information provided in the application and pursuant to Section 7 of this procedure. The applicant may submit additional written information concerning his GML 207-a claim to the Mayor or his designee. The Mayor or his designee may require the production of additional information or documentation as specified in Section 7, not already provided, concerning the claim and/or may conduct an informal conference with the applicant. The Mayor or his designee shall render a written decision on the GML 207-a claim no later than fifteen (15) days after receipt of all necessary information required pursuant to this Section 12 not to exceed thirty (30) days after the written demand was filed.

**Section 13:** In the event the applicant is not satisfied with the decision at the Mayor level and wishes to appeal the decision, the applicant shall file within thirty days of receipt of the Mayor's decision a written demand for arbitration of his GML 207-a claim. The claim shall be submitted to binding arbitration pursuant to the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules) using the rotating list of arbitrators set forth in the agreement for contract grievance and disciplinary arbitrations.

The parties to the arbitration shall be the City and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the City and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

**Section 14:** The Arbitrator shall have the authority to decide, de novo, the claim of entitlement to GML 207-a benefits. The Arbitrator shall have the authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator

decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties or to a sickness resulting from the performance of duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on all the parties.

## REVIEW OF DISABILITY

### Section 15:

(a) The Chief may periodically review cases of members receiving GML 207-a benefits for the purpose of determining whether the individual continues to be entitled to GML 207-a benefits, and in furtherance thereof may take such action as is appropriate under the law and/or this procedure. The City has the right to require the member to submit to one or more medical or other appropriate examinations and will have the right to require the production of a medical release for all records that bear on the member's claim for benefits.

(b) Any individual who is receiving benefits under GML 207-a continues to be subject to provisions set forth in the Department's Book of Rules and in departmental orders concerning notification to the Fire Department of the member's condition.

Section 16: Upon receipt of a certification from the Fire Department Surgeon, or a physician-designee, that a member is able to perform the duties of his position, the Chief shall notify the member of the termination of his GML 207-a benefit. The Chief shall cause service of a written notice of termination setting forth the effective date thereof and a copy of the physician certification to be made on the member.

Section 17: If the member disagrees with the termination of the GML 207-a benefits, he may serve upon the Mayor or his designated representative, within thirty (30)

days after the receipt of the Chief's notice, a written appeal for review of the determination, specifying the basis for the demand.

**Section 18:** Upon receipt of a timely written appeal of the Chief's decision to terminate GML 207-a benefits, the Mayor or his designee shall obtain from the Chief all information considered in connection with review of the member's GML 207-a status. The member may submit additional documents concerning his GML 207-a status to the Mayor or his designee. The Mayor or his designee may require the production of additional information concerning the member's GML 207-a status as set forth in Section 7 of this procedure and/or may conduct an information conference with the member. The Mayor or his designee shall render a written decision on the appeal of the decision to terminate GML 207-a benefits no later than fifteen (15) days after receipt of all necessary information required pursuant to this Section 18.

**Section 19:** In the event the member is not satisfied with the decision at the Mayor level and wishes to appeal, the member shall file within thirty days of receipt of the Mayor's decision a written demand for arbitration of his termination of GML 207-a benefits and status. The claim if timely filed shall be submitted to binding arbitration pursuant to the Voluntary Grievance Arbitration Rules of the New York State Public Employment Relations Board (Part 207 of the PERB Rules) using the rotating list of arbitrators set forth in the agreement for contract grievances and disciplinary arbitrations.

The parties to the arbitration shall be the City and the member involved. All costs billed by the arbitrator and the administrative agency shall be borne equally by the City and the member. All other costs shall be paid by the party incurring such costs, i.e., witnesses, exhibits, transcripts, etc.

**Section 20:** The Arbitrator shall have the authority to decide, de novo, the claim of continued entitlement to GML 207-a benefits. The Arbitrator shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim, including but not limited to assertions regarding the timeliness of the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits or whether the proceeding presents an issue of termination of GML 207-a benefits. The burden of proceeding with evidence as to the nature of the issue(s) presented shall be on the member. In the event the Arbitrator decides that the matter presents an initial GML 207-a claim, the member shall have the burden of proof by a preponderance of the evidence that he is entitled to receive the benefits set forth in GML 207-a with respect to an injury alleged to have occurred in the performance of his duties which necessitated medical or other lawful remedial treatment. In the event the Arbitrator decides the matter presents a termination of GML 207-a

benefits, the Fire Department shall have the burden of proof by a preponderance of the evidence that the member is no longer eligible for GML 207-a benefits.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

The decision and award of the Arbitrator shall be final and binding on the parties.

**Section 21:** In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this provision.

**Section 22:** An applicant hereunder may have a representative of his choosing at any stage of this procedure.

**Section 23:** Once an applicant has been determined to be eligible to receive GML 207-a benefits, those benefits will continue pending a final determination of an Arbitrator or until the applicant abandons the process.

**Section 24:** This procedure shall take effect on the effective date of this agreement and shall apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event utilization of GML 207-a benefits after said date is based on an injury in the performance of duty or sickness as a result of the performance of duty which allegedly occurred prior to January 1, 1998, the member shall comply with the terms of Section 4 of this procedure within sixty (60) days after the member is aware or should have been aware of the need to utilize GML 207-a benefits based on such prior injury or illness. Upon the filing of the Section 4 form, the claim for utilization of GML 207-a based on an injury or illness shall be decided in accordance with the terms of this procedure.



**SAMPLE COPY**

**CITY OF ALBANY**

**DEPARTMENT OF FIRE AND  
EMERGENCY SERVICES**

**APPLICATION FOR GML 207-A  
DISABILITY BENEFITS**

**Name of  
Applicant:**

**Date:**

**Name of Party  
Submitting  
Application:**

**Date:**

**I HEREBY APPLY FOR BENEFITS UNDER SECTION 207-A OF THE GENERAL  
MUNICIPAL LAW BASED ON THE FOLLOWING;**

**A) Injury Sustained in the Performance of Duty**

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time and place where the injury occurred; a detailed description of the nature and extent of the injury; a detailed statement of the facts surrounding the incident; list the name and address of medical care providers (including hospitals) who may have treated you to date, include the name and rank of other members who may have witnessed the incident. Attach any available documents with information relevant to the injury.)

**B) Sickness as a Result of the Performance of Duty**

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the sickness including the date, time and place where the sickness in performance of duty occurred; a detailed description of the nature and extent of the sickness; a detailed statement of the facts surrounding the incident; list the name and address of medical care providers (including hospitals) who may have treated you to date. Attach any available documents with information relevant to the sickness.)

**I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-A OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.**

**(Signature of Applicant)**

**(Date)**

**The decision on my application should be mailed to me at the following address:**

**and to my representative:**

**Application Received by:**

**(Signature of Person Authorized  
to Receive Application)**

**(Date)**

**CITY OF ALBANY**  
**DEPARTMENT OF FIRE AND**  
**EMERGENCY SERVICES**

**TO:**

**YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE CITY OF ALBANY DEPARTMENT OF FIRE AND EMERGENCY SERVICES OR ITS REPRESENTATIVES INFORMATION INCLUDING PATIENT FILES, MEDICAL CHARTS, PHYSICIAN NOTES, X-RAYS, AND OTHER PERTINENT INFORMATION, REGARDING MEDICAL OR OTHER REMEDIAL TREATMENT PROVIDED TO ME.**

**Signature of Applicant**  
**(Type or Print Name)**

**Date**

**STATE OF NEW YORK )**  
**) ss.:**  
**COUNTY OF \_\_\_\_\_)**

**On the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that (s)he executed the same.**

**Notary Public**

## NOTES

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